

# PENDLETON COUNTY FISCAL COURT

March Term, March 10th, 2009

COURT MET PURSUANT TO ADJOURNMENT

With

HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE

Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by County Attorney Jeff Dean, Pledge Allegiance lead by Judge Bertram.

## In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include item 6A – Kentucky Transportation Rural Secondary Program and Item 13A MOU with Kentucky Department of Fish and Wildlife. Whereupon Squire Wells made a motion to accept the agenda as amended, seconded by Squire Veirs, motion carried.

## In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, submitted a written report from the Fiscal Court meeting of February 24<sup>th</sup>, 2009 to the court. Squire Veirs made a motion to approve the minutes as presented, seconded by Squire Whaley, motion carried.

## In Re: Presentation of Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of February. This report was submitted for review, final determination to be made at the next regular Fiscal Court meeting.

## In Re: Kentucky Transportations presentation of Rural Secondary Road Program

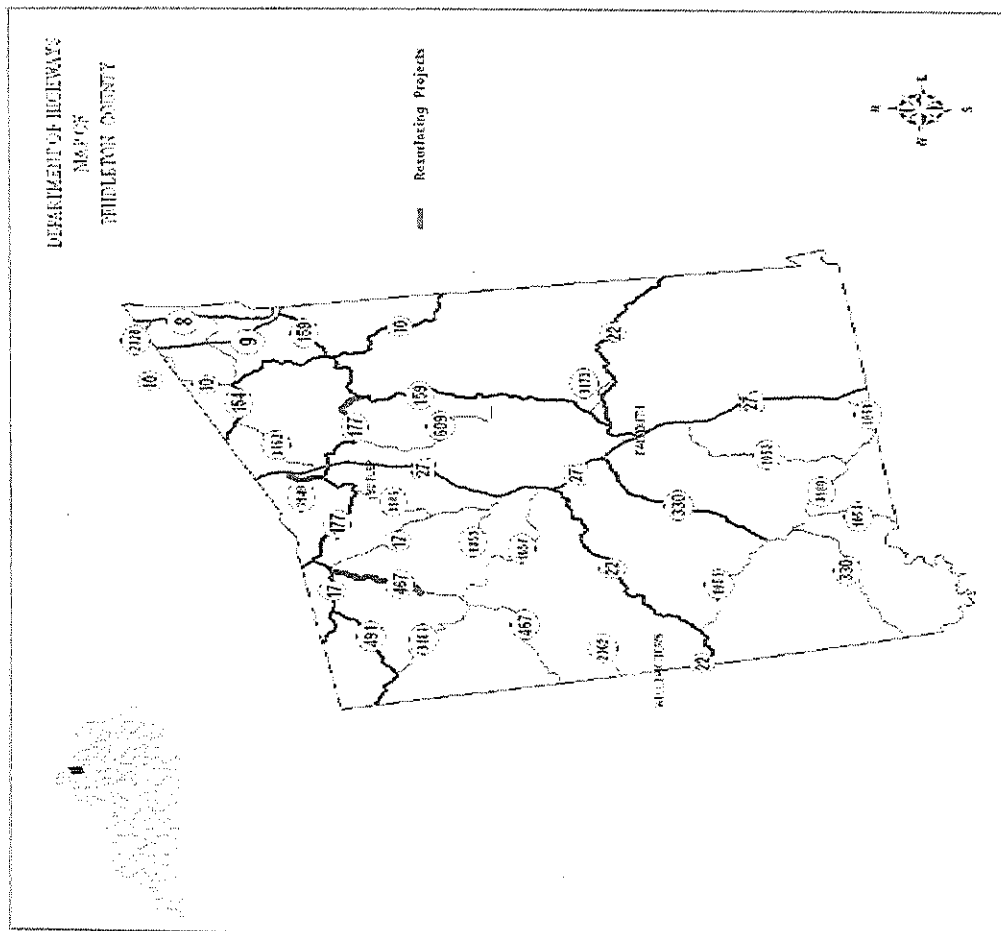
Kevin Rust and Michael Platt with the Kentucky Department of Transportation were present to present the projects recommended for Rural Secondary Program. After much discussion it was agreed that the following changes be made to the recommended projects.

1. Morgan/Hightower Road – KY 3180 2.698 Miles from KY 1053 to KY 1054
2. Portland/Knoxville Road – KY 467 (Kevin Rust will drive this road to see which area he recommends), Squire Whaley believes that it should be resurfaced from the Grant County Line in, for a distance of 2.0 miles.
3. Morgan/Marcus Road – KY 330 Pick up where it the resurfacing ended last year and continue for a distance of 2.0 miles.
4. Old Us 27 Loop #1 – KY 3149 – If there are any remaining funds this road will be resurfaced for a distance of 1.251 miles.

Squire Wells made a motion to approve the Rural Secondary Program with the above changes, seconded by Squire Fogle, motion carried.

**TRANSPORTATION CABINET**  
**PROJECTS RECOMMENDED FOR RURAL SECONDARY PROGRAM**  
**FISCAL YEAR 2009-2010**

ITEM NO.	PENDLETON COUNTY ALLOTMENT				\$799,902
1	MAINTENANCE & TRAFFIC	ROAD MILES	109.8		\$466,900
	TOTAL	\$466,900	\$4,253.90 /mile		
2	UNDISTRIBUTED + FREE BALANCE				-\$16,226
3	COUNTY JUDGE/EXECUTIVE EXPENSES				\$3,662
	TO PROGRAM				\$312,914
				ADT	Remaining Amount
4	PORTLAND/KNOXVILLE ROAD KY 467 F: KELLY RD T: KY 17	Resurfacing M.P. LENGTH 6.859 2.829 9.688	\$130,326	497	\$182,588
5	PLEASANT HILL ROAD KY 177 F: KY 159 T: KY 609	Resurfacing M.P. LENGTH 0.000 2.342 2.342	\$128,900	679	\$53,688
6	OLD US 27 LOOP #1 KY 3149 F: KY 177 T: US 27	Resurfacing M.P. LENGTH 0.000 1.251 1.251	\$56,167	586	(\$2,479)
	LENGTH TOTAL (SUM)=	6.422			
7	MORGAN/MARCUS ROAD KY 330 F: .25 M WEST OF JACK'S BRANCH T: HARDIN RD SOUTH	Resurfacing M.P. LENGTH 1.546 2.420 3.966	\$100,720	249	
8	MORGAN/HIGHTOWER ROAD KY 3180 F: KY 1053 T: KY 1054	Resurfacing M.P. LENGTH 0 2.698 2.698	\$116,953	139	
9	MORGAN/GOFORTH ROAD KY 1054 F: KY 330 T: Blshop Lane	Resurfacing M.P. LENGTH 3.526 2.953 6.479	\$137,636	539	



**TRANSPORTATION CABINET**  
**PROJECTS RECOMMENDED FOR RURAL SECONDARY PROGRAM**  
**FISCAL YEAR 2008 2009**

ITEM NO.

PENDLETON COUNTY ALLOTMENT

\$799,902

1

MAINTENANCE & TRAFFIC

ROAD MILES

110.0

\$466,900

TOTAL

\$466,900

\$4,244.55 /mile

2

UNDISTRIBUTED + FREE BALANCE

\$159,442

3

COUNTY ADMINISTRATIVE EXPENSES

\$3,862

TO PROGRAM

\$488,582

Year Resurfaced

Remaining

ADT

Amount

4

LIGHTFOOT FORK

Resurfacing

KEY 1657

M.P.

LENGTH

\$274,000

1998

\$214,582

F: US 27

0.000

2.083

550

T: SOUTH FORK BRIDGE

2.083

\*includes 2" Base

5

ALEXANDRIA -PEACH GROVE

Resurfacing

KEY 10

M.P.

LENGTH

\$84,900

1988

\$129,682

F: CAMPBELL COUNTY LINE

0.874

1.622

855

T: KY 154

2.496

6

MORGAN-BOYD ROAD

Resurfacing

KEY 1054

M.P.

LENGTH

\$116,000

1996

\$13,682

F: HARRISON CO. LINE

0.000

2.720

260

T: KY 3180

2.720

7

MORGAN-MARCUS ROAD

Resurfacing

KEY 330

M.P.

LENGTH

\$53,000

1,996

(\$39,318)

F: GRANT CO. LINE

0.000

1.201

280

T: OLD CYNTHIANA SOUTH RD

1.201

LENGTH TOTAL (SUM):

6.425

6

PEACH-GROVE-LENOXBURG

Resurfacing

KEY 10

M.P.

LENGTH

\$137,560

F: KY 154

2.412

3.439

T: KY 159 (NEW HOPE)

5.851

7

BROADFORD ROAD

Resurfacing

KEY 1053

M.P.

LENGTH

\$142,920

F: US 27

0.000

3.573

T: KY 3180

3.573

8

LOCK ROAD

Resurfacing

KEY 3162

M.P.

LENGTH

\$123,305

F: US 27

0.000

3.523

T: KY 154

3.523

9

BUTLER-PLEASANT HILL

Resurfacing

KEY 177

M.P.

LENGTH

\$93,680

F: KY 169

0.000

2.342

T: KY 600

2.342

10

CARNTOWN ROAD

Resurfacing

KEY 154

M.P.

LENGTH

\$47,680

F: KY 9

4.489

1.192

T: KY 8

5.681

11

HIGHTOWER ROAD

Resurfacing

KEY 3180

M.P.

LENGTH

\$88,000

F: KY 1053

0

2.698

T: KY 1054

2.698

**In Re: Kentucky Transportation MOA for Final Bridge Payment**

Judge Bertram presented a supplemental agreement in the amount of \$21,595 from the Kentucky Transportation Department. This agreement is for the additional state reimbursable funds for the full replacement of a bridge (C26) on Bishop Ridge Road (CR 1130) at Blanket Creek.

A motion was made by Squire Wells, seconded by Squire Whaley to allow Judge Bertram to sign and enter into this agreement, motion carried.

PENDLETON COUNTY  
BRIDGE ON BISHOP RIDGE ROAD  
AT BLANKET CREEK  
ITEM NO. 6-1060  
SUPPLEMENTAL \$21,595

AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
AND  
PENDLETON COUNTY  
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, Pendleton County (County) and the Department of Highways (Department) entered into an agreement on August 3, 2006 (C-0600001912) wherein the Department was to make available to the County up to \$200,000 in reimbursable state funds to replace a bridge on Bishop Ridge Road at Blanket Creek in Pendleton County (Project); and

WHEREAS, the County has slightly exceeded the amount obligated by the Department for this Project and has requested additional funds to complete the Project as originally intended; and

WHEREAS, the Department agrees this is a worthwhile Project and originally promised the County that the Department would assist with any minor overages during the construction of this Project; and

WHEREAS, the Department has already agreed to provide \$200,000 in state reimbursable funds towards the replacement of a bridge on Bishop Ridge Road at Blanket Creek in the County and will now provide an additional \$21,595 in state reimbursable funds to complete this Project.

NOW, THEREFORE, the County and Department, acting on behalf of the Kentucky Transportation Cabinet, do hereby mutually agree to this Supplemental Agreement No. 1 as follows:

1. The Department agrees to provide up to an additional \$21,595 in state reimbursable funds (FD04) for the full replacement of a bridge (C26) on Bishop Ridge Road (CR 1130) at Blanket Creek. This Project was originally listed in the Six-Year Highway Plan as Item No. 6-1060 but funds have instead been derived from Item No. 99-335 and approved by the Department.

1

PENDLETON COUNTY  
BRIDGE ON BISHOP RIDGE ROAD  
AT BLANKET CREEK  
ITEM NO. 6-1060  
SUPPLEMENTAL \$21,595

2. The Department has already provided the County with \$200,000 in reimbursable state funding and will now obligate an additional \$21,595 in reimbursable state funding to complete this Project. The County will be responsible for any costs in excess of the total \$221,595 in state funds for this Project.

3. The County shall permit representatives of the Department to inspect and approve all phases of the Project and all relevant Project data and records; and the County shall also permit representatives of the Department to review any audit(s) performed by the County or any other entity and to audit the books and accounts of the County pertaining to the Project. The County hereby acknowledges its duty to the Department to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 014-56.

4. All other terms and conditions of the original August 3, 2006 agreement (C-0600001912) shall remain the same and are legally binding.

2

PENDLETON COUNTY  
BRIDGE ON BISHOP RIDGE ROAD  
AT BLANKET CREEK  
ITEM NO. 6-1060  
SUPPLEMENTAL \$21,595

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

PENDLETON COUNTY

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

Henry W. Bertram  
Judge Executive

Date: \_\_\_\_\_

Joseph W. Prather  
Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY

Todd Shipp  
Office of Legal Services

Date: \_\_\_\_\_

3

**In Re: Approve Buffalo Trace Resolution**

Judge Bertram presented the Court with a copy of a resolution endorsing the continuation of the Buffalo Trace/Gateway Narcotics Task Force.  
Squire Veirs made a motion to approve this resolution, seconded by Squire Fogle, motion carried.

***Buffalo Trace/Gateway Narcotics Task Force***  
908 Kenton Station Road  
Maysville, KY 41056  
(606) 759-5722  
Fax No. (606) 759-7007  
E-Mail Address: [btgnarc@maysvilleky.net](mailto:btgnarc@maysvilleky.net)

TO: BUFFALO TRACE/GATEWAY NARCOTICS TASK FORCE  
PARTICIPATING CITIES AND COUNTIES OF THE INTERLOCAL  
COOPERATION AGREEMENT

FROM: BILL BOGGS, CHAIRMAN

DATE: FEBRUARY 26, 2009

SUBJECT: FUNDING FOR FISCAL YEAR 2009-2010

COPIES: WILSON HARMAN, BARBARA GAY

\*\*\*\*\*

Please find enclosed a Resolution to be approved by your respective unit of government authorizing continued participation in the Buffalo Trace/Gateway Regional Narcotics Task Force. A copy of the projected budget for the FY 2009-2010 will be provided to your local Board Member. The Board of Directors approved the local match to remain the same as FY 2008-2009.

Your past participation is very much appreciated. Without the continued support of the local units of government, the efforts of the Narcotics Task Force combating the sale and use of illegal drugs will be in jeopardy. Since its inception, the Task Force, with the assistance of local agencies, has initiated over 2,750 cases and removed over \$8 million in illegal drugs, such as cocaine, crack, marijuana, and prescription drugs, from the streets.

Your continued support will be greatly appreciated. Upon approval of funding by your respective unit of government, please return the executed Resolution by April 1 to:

Barbara Gay  
Buffalo Trace/Gateway Narcotics Task Force  
908 Kenton Station Drive  
Maysville, KY. 41056.

If you have any questions, please feel free to contact me at 606-564-4900, or Wilson Harman or Barbara Gay at 606-759-5722, or at e-mail [btgnarc@maysvilleky.net](mailto:btgnarc@maysvilleky.net).

RECEIVED  
FEB 27 2009  
COUNTY JUDGE'S OFFICE

RECEIVED  
FEB 27 2009  
COUNTY JUDGE'S OFFICE

## RESOLUTION

WHEREAS, the County of Pendleton is concerned about illegal narcotics sales and usage; and,

WHEREAS, the Buffalo Trace/Gateway Narcotics Task Force was formed under an Interlocal Cooperative Agreement by local governments to combat the sales and illegal usage of drugs; and,

WHEREAS, the County of Pendleton endorses the continuation of the Buffalo Trace/Gateway Narcotics Task Force;

NOW THEREFORE BE IT RESOLVED, the County of Pendleton will provide up to \$6,145.31 toward the match of any federal or state funds to assist in the continuation of an enforcement unit, with said funds to be allocated from the FY 2010 budget.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

County of Pendleton

By: \_\_\_\_\_  
Judge Executive

ATTEST:

\_\_\_\_\_

### In Re: Signing 4 1/2 Month Ambulance Contract

Judge Bertram presented the court with a copy of the Ambulance contract with Pendleton County EMS for a second full time BLS Ambulance crew from March 16<sup>th</sup> thru July 31, 2009, at a total cost of \$114,990.00. Squire Whaley made a motion to approve this contract as presented, seconded by Squire Fogle, motion carried.

### **PENDLETON COUNTY AMBULANCE SERVICE CONTRACT (2009 - 4 ½ Months)**

WHEREAS, Pendleton County Fiscal Court is desirous of securing ambulance service for all residents of Pendleton County, Kentucky; and

WHEREAS, Pendleton County Fiscal Court has examined proposals of bidders at its meeting of February 24, 2009 and has determined that the proposal of Pendleton County E.M.S., Inc., is the best-evaluated proposal for the services desired by Pendleton County Fiscal Court, and has awarded the contract to said bidder;

WHEREAS, Due to a need for another full time BLS ambulance unit, this contract is for only a 4 ½ month period and is to provide a second full crew (2 EMTs) for a second ambulance with EMT experience only.

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter expressed, Pendleton County Fiscal Court (hereinafter referred to as "County") and Pendleton County E.M.S., Inc. (hereinafter referred to as "Service") agree as follows:

#### Personnel and Performance

1. Service agrees to provide personnel who will have licenses conforming to all State and Federal regulations for their operation of an additional Pendleton County Ambulances which will allow the County to have two fulltime twenty-four (24) hour "emergency" and "transport" ambulance services for all persons needful of the same in Pendleton County. A continuing good faith effort will be made to hire Pendleton County residents for these purposes, although it is understood that qualified persons may be limited in number and that there shall be no duty to displace a working nonresident with a qualified resident.
2. Service agrees that at least two qualified personnel will be on duty at all times to provide a crew for the second ambulance performing "emergency" service to, the people of Pendleton County, Kentucky and those in need while in Pendleton County, Kentucky.
3. Under no circumstances shall Service hire, retain, or employ an individual who qualifies as a "felony offender" under KRS 17.167. Any application for employment with Service shall comply with and Service shall comply with the terms of KRS 17.167.
4. All such services shall be performed in a professional and diligent manner.



Commonwealth of Kentucky

CONTRACT

**IMPORTANT**  
Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Falmouth Boat Ramp, Pendleton County Fiscal Court MOA 2009	
Doc ID No: PON2 660 0900011574 1	Procurement Folder: 1381044
Procurement Type: Grant	
Administered By: SHAUN LAINE	Cited Authority: KRS 150.023(4)
Telephone: 502-564-7109	Issued By: SUSAN HAZELWOOD

C O N T R A C T O R	PENDLETON COUNTY FISCAL COURT	
	COURT HOUSE	
	233 MAIN ST RM 4	
	FALMOUTH	KY 41040
	US	

Unit	Qty	Description	Unit Price	Contract Amt	Total Price
1		Wildlife/Fish Management Services (Including Endangered Spec	0.00	0.00000	33,920.00
					33,920.00

**Extended Description**  
The purpose of the contract is to place a 3 inch asphalt base onto the existing grade of Falmouth Boat Ramp located in Pendleton County, Kentucky. Pendleton County Fiscal Court has agreed to complete this work for the Kentucky Department of Fish and Wildlife Resources. The addition of this asphalt base will help promote the longevity of this boat ramp that is maintained by the Kentucky Department of Fish and Wildlife Resources.  
The effective dates of the contract is April 15, 2009 through June 15, 2009.

B I D D E N T I F I C A T I O N	233564		233564	
	COM FW DEPT FISH & WILDLIFE		COM FW DEPT FISH & WILDLIFE	
	#1 SPORTSMAN'S LANE		#1SPORTSMAN'S LANE	
	FRANKFORT	KY 40601	FRANKFORT	KY 40601
	US		US	

Total Order Amount: 33,920.00

0900011574	Document Phase	Document Description	Page 2 of 7
	Draft	Falmouth Boat Ramp, Pendleton County Fiscal Court MOA 2009	

Memorandum of Agreement Terms and Conditions

**Scope of Services:**  
Scope of service shall be as outlined in project statement, which is incorporated into this agreement; reference Exhibit One. Special conditions and miscellaneous receipts are documented in Exhibit Two. Pendleton County Fiscal Court agrees to implement this project as documented in these exhibits.

**Cancellation clause:**  
Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.  
200 KAR 5:314 "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract"

The contractor as defined in KRS 45A.030(7) agrees that the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, and the legislative research commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration cabinet, the auditor of public accounts, or the legislative research commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the secretary of the Finance and Administration cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The secretary of the Finance and Administration cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the services.

**Effective Date:**  
All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective

0900011674	Document Phase Draft	Document Description Falmouth Boat Ramp, Pendleton County Fiscal Court MOA 2009	Page 3 of 7
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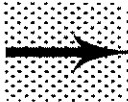
date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws  
KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.



Contractor must check one:  
\_\_\_\_\_ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.  
\_\_\_\_\_ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

0900011674	Document Phase Draft	Document Description Falmouth Boat Ramp, Pendleton County Fiscal Court MOA 2009	Page 4 of 7
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Exhibit One – Project Statement and Objective

Asphalt paving of Falmouth Boat Ramp Parking Area, Pendleton County, Kentucky

SCOPE OF WORK:

This project shall entail the asphaltting of the boat ramp parking area located at Falmouth Boat Ramp in Pendleton County, Kentucky. The Pendleton County Fiscal Court has agreed to implement this project by preparing the existing sub-grade and placing 3 inches of asphalt base on top of the existing sub-grade. This asphalt shall be class 2 asphalt base 0.75 D PG64-22.



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	Draft	Falmouth Boat Ramp, Pendleton County Fiscal Court MOA 2009	of 7

Exhibit Two – Special Conditions and Miscellaneous Receipts

For asphalt paving of the Falmouth Boat Ramp parking area, the KDFWR agrees to pay the Pendleton County Fiscal Court actual allowable costs incurred, not to exceed \$33,920 upon receipt of invoice. The final payment shall be determined by the "tons" of asphalt used (based on submitted weigh tickets) multiplied by the current Pendleton County contract unit price for this type of asphalt and then adding the Sub-grade Preparation Estimate of \$250. These asphalt weigh tickets must show the date, project location, type of asphalt, and total weight in tons.

The effective dates for this MOA shall be for the period of April 15, 2009 through June 15, 2009.

0900011574	Document Phase	Document Description	Page 6
	Draft	Falmouth Boat Ramp, Pendleton County Fiscal Court MOA 2009	of 7

Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1st Party:

Dr. Jonathan Gasset, Commissioner  
Department of Fish and Wildlife Resources

Date

2nd Party:

Pendleton County Fiscal Court

Title

Printed Name

Date

Other Party:

Marcheta Sparrow, Secretary  
Tourism, Arts and Heritage Cabinet

Date

Approved as to form and legality:

Catherine York, General Counsel  
Department of Fish and Wildlife Resources

0800011874	Document Phase Draft	Document Description Falmouth Boat Ramp, Pendleton County Fiscal Court MOA 2009	Page 7 of 7
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William R. Dexter, Executive Director  
Tourism, Arts and Heritage Cabinet



KENTUCKY DEPARTMENT OF FISH & WILDLIFE RESOURCES  
TOURISM, ARTS & HERITAGE CABINET

Steven L. Beshear  
Governor

#1 Sportsman's Lane  
Frankfort, Kentucky 40601  
Phone (502) 564-3400  
1-800-858-1549  
Fax (502) 564-0506  
fw.ky.gov

Marcheta Sparrow  
Secretary  
  
Dr. Jonathan W. Gassett  
Commissioner

February 10, 2009

Henry Bertram, County Judge Executive  
Courthouse Square  
Falmouth, KY 41040

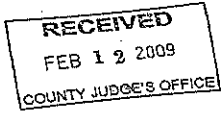
Dear Judge Bertram:

The Kentucky Department of Fish and Wildlife Resources (KDFWR) is requesting proposals from several county governments to place asphalt at existing boat ramps owned by the Department. We have identified Falmouth Boat Ramp in Pendleton County as lacking a paved surface on the parking area. We are seeking your cooperation and assistance to perform this work.

We have established a limited amount of money to be granted to county governments using a Memorandum of Agreement (MOA). This funding will not require a county match. If you would like to participate, we need you to estimate the amount of money it would take to place 3" of asphalt over the existing gravel parking lot and roadway. The asphalt shall be Class 2 Asphalt Base 0.75D PG64-22 per the Kentucky Department of Transportation Specifications. We anticipate the existing subgrade will be sufficient but if additional rock or grade work is needed, please include an estimate for this work. We will also need your assistance to locally administer this small project.

I have attached a form for you to complete with your estimates. Please submit this form to the KDFWR by March 2, 2009, and we will review your proposal. Your county's project will be evaluated based on this estimate and our overall availability of funds. If your project is accepted, we will contact you to formalize a MOA. Please note that the KDFWR will only make payments to the County after the work has been completed and weigh tickets have been submitted.

KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D

ASPHALT PAVING ESTIMATE

DATE February 18, 2009

COUNTY Pendleton

BOATRAMP Falmouth

EXISTING GRAVEL SURFACE AREA 2,563 SQUARE YARDS  
(Include roadway and parking lot)

ESTIMATE

SUBGRADE PREPARATION \$ 250.00  
(If needed) 2 Hours of Shaping @ 250.00

3" ASPHALT BASE \$ 33,670.65  
(Class 2 Asphalt Base 0.75D PG64-22)

TOTAL COST \$ 33,920.65  
(This number will be used to prepare the Memorandum of Agreement MOA)

The KDFWR will expect asphalt costs to be in line with the current state contract prices. Please provide the unit price cost per ton of asphalt below.

Asphalt Per Ton \$ 72.41

KentuckyUnbridledSpirit.com



UNBRIDLED SPIRIT

An Equal Opportunity Employer M/F/D



In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a motion , seconded by Squire Fogle, carried that the following Budget Account Transfers be accepted and approved as presented.

PENDLETON COUNTY FISCAL COURT  
TUESDAY MARCH 10, 2009  
7:00 PM  
COURT ORDER TRANSFERS

**BUDGET FUND TRANSFERS**

General Fund

Transfer from 01-9200-999) Reserve for Transfers to the following accounts:

01-5001-445	Co. Judge/Exe Office Supplies	\$ 500.00
01-5205-385	Veterinary Service	\$ 500.00
01-5210-468	Recycling & Landfill Supplies	\$ 300.00
01-5405-578	Recreation Program Utilities	\$ 850.00
01-9100-332	Legal Fees	\$ 200.00

LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-445	Office Supplies	\$ 500.00
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Ambulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-445	Office Supplies	\$ 500.00
09-5140-592	Maintenance & Repairs – Vehicles	\$ 500.00

911 Fund

Transfer from (75-9200-999) Reserve for Transfers to the following accounts:

75-5145-107	Dispatch Supervisor/Director	\$2,100.00
75-5145-399	Miscellaneous Contractual Service	\$ 500.00

**INTERFUND TRANSFERS**

Transfer from General Fund to Jail Fund for Operations	\$30,000.00
Transfer from General Fund to HRA Fund for Contributions	\$ 2,119.30
Transfer from Road Fund to HRA Fund for Contributions	\$ 211.93
Transfer from 911 Fund to HRA Fund for Contributions	\$ 423.86

Henry W. Bertram  
Pendleton County Judge/Executive

Vicky J. King  
Fiscal Court Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Wells, seconded by Squire Veirs that the following claims be allowed and ordered paid out of the following funds, motion carried.

**Pendleton County Fiscal Court  
Voucher Claims Register**

General Fund  
From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5029 Vendor OFFICEDEPO OFFICE DEPOT Voucher Date 03/10/2009						
09-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	468193815-001	019004	OFFICE SUPPLIES JUDGES OFFICE	185.73
09-0110	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		019004	OFFICE SUPPLIES OCCUPATIONAL TAX ADMIN	40.02
		Printed On Check 011239			Voucher Totals	205.75
Voucher No. 09-5030 Vendor OFFICEDEPO OFFICE DEPOT Voucher Date 03/10/2009						
09-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	465252053-001	018988	OFFICE SUPPLIES JUDGES OFFICE	84.73
09-0110	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		018988	OFFICE SUPPLIES TAX ADM	36.60
09-0110	01-5070-445-	P&Z OFFICE SUPPLIES		018988	OFFICE SUPPLIES P & Z	21.59
09-0110	01-5210-445-	OFFICE SUPPLIES SOLID WASTE	465555254318001	018988	OFFICE SUPPLIES SOLID WASTE	44.78
		Printed On Check 011240			Voucher Totals	187.70
Voucher No. 09-5031 Vendor FAMILY FAMILY DOLLAR STORES Voucher Date 03/10/2009						
09-0110	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		019032	OFFICE SUPPLIES	28.25
09-0110	01-5205-403-	ANIMAL FOOD AND SUPPLIES		019032	ANIMAL SHELTER SUPPLIES	19.50
		Printed On Check 011241			Voucher Totals	47.75
Voucher No. 09-5032 Vendor COATTORNEY JEFFERY DEAN Voucher Date 03/10/2009						
09-0110	01-5005-165-	CO ATTORNEY SECRETARY		019002	COUNTY ATTORNEY SECRETARY OCT-DEC 08	2,138.21
09-0110	01-5005-445-	CO ATTORNEY OFFICE SUPPLIES		019002	COUNTY ATTORNEY OFFICE SUPPLIES OCT-DEC 08	2,199.17
		Printed On Check 011242			Voucher Totals	4,337.38
Voucher No. 09-5033 Vendor KACTFO KY ASSOC. OF CO. TREAS. FINANCE OFFICERS Voucher Date 03/10/2009						
09-0110	01-5040-589-	REGISTRATIONS & CONFERENCES		019000	2009 KACTFO ANNUAL MEMBERSHIP	50.00
		Printed On Check 011243			Voucher Totals	50.00
Voucher No. 09-5034 Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC Voucher Date 03/10/2009						
09-0110	01-5080-411-	CUSTODIAL SUPPLIES		018860	MATT RENTAL	247.56
09-0110	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		018860	MATT RENTAL	23.56
		Printed On Check 011244			Voucher Totals	271.12
Voucher No. 09-5035 Vendor D-C ELEVAT D-C ELEVATOR COMPANY, INC Voucher Date 03/10/2009						
09-0110	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	138879	018034	REGULAR ELEVATOR SERVICE - MARCH	82.50
		Printed On Check 011245			Voucher Totals	82.50
Voucher No. 09-5036 Vendor CLASSIC CA CLASSIC CABINETS Voucher Date 03/10/2009						
09-0110	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	2971	018036	OFFICE STORAGE SYSTEM	248.00
		Printed On Check 011246			Voucher Totals	248.00
Voucher No. 09-5037 Vendor MOBIL.COM MOBIL.COM INC Voucher Date 03/10/2009						
09-0110	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	722008	019015	FEBRUARY MAINTENANCE CONTRACT CO PROPERTIES	76.20
		Printed On Check 011247			Voucher Totals	76.20

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund  
From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5040	Vendor PAULTUEMLE	PAUL TUEMLER LP, GAS			Voucher Date 03/10/2009	
09-0110 01-5085-576-	UTILITIES RADIO TOWER BUILDINGS		018967	GENERATOR BY WATER TOWER AT BUTLER	242.00	
	Printed On Check 011248				Voucher Totals	242.00
Voucher No. 09-5041	Vendor TRANSCARE	TRANSCARE OF KENTUCKY INC.			Voucher Date 03/10/2009	
09-0110 01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT		019027	ALS CONTRACT FEBRUARY 2009	22,750.00	
	Printed On Check 011249				Voucher Totals	22,750.00
Voucher No. 09-5042	Vendor PCVH	PENDLETON COUNTY VETERINARY HOSP.			Voucher Date 03/10/2009	
09-0110 01-5205-385-	VETERINARY SERVICE		019029	RABIES VAC, FARM CALL, EUTHANASIA	191.00	
	Printed On Check 011250				Voucher Totals	191.00
Voucher No. 09-5043	Vendor BARNES	BARNES HARDWARE AND LUMBER			Voucher Date 03/10/2009	
09-0110 01-5205-403-	ANIMAL FOOD AND SUPPLIES		019031	FEBRUARY FOOD & SUPPLIES	477.68	
	Printed On Check 011251				Voucher Totals	477.68
Voucher No. 09-5044	Vendor FLEETONE	FLEETONE LLC			Voucher Date 03/10/2009	
09-0110 01-5070-455-	P&Z PETROLEUM PRODUCTS		019030	FEBRUARY P/Z PETROLEUM PRODUCTS	23.32	
09-0110 01-5205-455-	PETROLEUM PRODUCTS	1201007	019030	FEBRUARY A/C PETROLEUM PRODUCTS	116.68	
09-0110 01-5210-455-	PETROLEUM PRODUCTS		019030	FEBRUARY S/W PETROLEUM PRODUCTS	56.11	
	Printed On Check 011252				Voucher Totals	196.11
Voucher No. 09-5045	Vendor FLORENCE A	FLORENCE ANIMAL CLINIC			Voucher Date 03/10/2009	
09-0110 01-5205-385-	VETERINARY SERVICE		019028	ROMPUN 50 ML BOTTLE	32.52	
	Printed On Check 011253				Voucher Totals	32.52
Voucher No. 09-5046	Vendor GARYMAXWEL	GARY MAXWELL			Voucher Date 03/10/2009	
09-0110 01-5205-573-	ANIMAL SHELTER TELEPHONE		019043	REIMBURSEMENT FOR PHONE	46.00	
	Printed On Check 011254				Voucher Totals	46.00
Voucher No. 09-5047	Vendor GALETON	GALETON GLOVES			Voucher Date 03/10/2009	
09-0110 01-5210-468-	RECYCLING & LANDFILL SUPPLIES	706083A	018990	SOLID WASTE SUPPLIES	123.45	
	Printed On Check 011255				Voucher Totals	123.45
Voucher No. 09-5048	Vendor COOPER	COOPER WHOLESALE, INC.			Voucher Date 03/10/2009	
09-0110 01-5210-468-	RECYCLING & LANDFILL SUPPLIES	89171	018999	SOLID WASTE SUPPLIES	302.10	
	Printed On Check 011256				Voucher Totals	302.10
Voucher No. 09-5049	Vendor ADAM FRANK	ADAM FRANKS			Voucher Date 03/10/2009	
09-0110 01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		019039	4.0 HOURS OF BOBCAT WORK ON NATURE TRAIL	200.00	
	Printed On Check 011257				Voucher Totals	200.00
Voucher No. 09-5050	Vendor VEIRS HAUL	VEIRS HAULING LLC			Voucher Date 03/10/2009	
09-0110 01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		019038	ROCK AND HAULING FOR NATURE PRESERVE	1,922.69	
	Printed On Check 011258				Voucher Totals	1,922.69

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund  
From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5051	Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA			Voucher Date 03/10/2009	
09-0110 01-7700-606-	INTEREST ON LEASE - COLT		019014	WATER DISTRICT LEASE PAYMENT #143	313.52	
	Printed On Check 011259				Voucher Totals	313.52
Voucher No. 09-5052	Vendor SUE M LAKE	SUE M LAKE			Voucher Date 03/10/2009	
09-0110 01-9100-332-	LEGAL FEES		019003	LEGAL FEES FOR DEFENDENT R. L. WINKLE	130.00	
	Printed On Check 011260				Voucher Totals	130.00
Voucher No. 09-5053	Vendor MCA	MEDICAL CLAIMS ASSISTANCE, INC			Voucher Date 03/10/2009	
09-0110 01-9100-388-	OTHER CONTRACTED SERVICES		018976	FEBRUARY AMBULANCE BILLINGS 8% COLLECTED	1,497.66	
	Printed On Check 011261				Voucher Totals	1,497.66
Voucher No. 09-5054	Vendor NKADD	NORTHERN KY AREA DEVELOP. DISTRICT			Voucher Date 03/10/2009	
09-0110 01-9100-501-	ADO PAYMENT		019040	FY 08-09 CONTRIBUTIONS PER CONTRACT	6,187.50	
	Printed On Check 011262				Voucher Totals	6,187.50
Voucher No. 09-5055	Vendor KACO INS	KACO INSURANCE AGENCY			Voucher Date 03/10/2009	
09-0110 01-9100-531-	BOND PREMIUMS	810735	019035	ENCROACHMENT BOND HWY 177 WATER TOWER	101.50	
	Printed On Check 011263				Voucher Totals	101.50
Voucher No. 09-5056	Vendor FAL OUTLOO	THE FALMOUTH OUTLOOK			Voucher Date 03/10/2009	
09-0110 01-9100-539-	LEGAL NOTICES		019033	FEBRUARY LEGAL NOTICES	907.21	
	Printed On Check 011264				Voucher Totals	907.21
25 Vouchers Printed Totalling						41,129.54

Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund  
From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	09-5057	Vendor HILLTOP HILLTOP STONE LLC			Voucher Date 03/10/2009	
09-0210	02-6105-409-	CRUSHED STONE & GRAVEL Printed On Check 005627		023505	CRUSHED STONE & GRAVEL 03-04-09	316.00
					Voucher Totals	316.00
Voucher No.	09-5058	Vendor FLEETONE FLEETONE LLC			Voucher Date 03/10/2009	
09-0210	02-6105-455-	PETROLEUM PRODUCTS Printed On Check 005828		023495	FEBRUARY PETROLEUM PRODUCTS	129.10
					Voucher Totals	129.10
Voucher No.	09-5059	Vendor FLEETONE FLEETONE LLC			Voucher Date 03/10/2009	
09-0210	02-6105-465-	PETROLEUM PRODUCTS Printed On Check 005829		023494	FEBRUARY PETROLEUM PRODUCTS	2,158.75
					Voucher Totals	2,158.75
Voucher No.	09-5060	Vendor WYATT'S WYATT'S SUPERVALU			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005830		023455	ICE STORM - NATIONAL GUARD MEALS	238.92
					Voucher Totals	238.92
Voucher No.	09-5061	Vendor WYATT'S WYATT'S SUPERVALU			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005831		023468	CUSTODIAL SUPPLIES FOR CO BARN	46.67
					Voucher Totals	46.67
Voucher No.	09-5062	Vendor TRUCKNTOW TRUCKNTOW			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005832	5720	023500	TIRE CHAIN TOOLS-(1) INTERMEDIATE & (1)HEAVY DUTY	239.98
					Voucher Totals	239.98
Voucher No.	09-5063	Vendor ELSENER ELSENER ELECTRONICS			Voucher Date 03/10/2009	
09-0210	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES Printed On Check 005833		023503	ROAD MATERIALS	119.99
					Voucher Totals	119.99
Voucher No.	09-5064	Vendor BRETTURNER BRET TURNER			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005834		023498	7.25 HOURS ICE STORM & DEBRIS	65.25
					Voucher Totals	65.25
Voucher No.	09-5065	Vendor ANDREW TACK ANDREW TACKETT			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005835		023496	ROAD WORK	72.00
					Voucher Totals	72.00
Voucher No.	09-5066	Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC.			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005838		023457	ROAD MATERIALS	309.82
					Voucher Totals	309.82
Voucher No.	09-5067	Vendor ZEE ZEE MEDICAL, INC. - #149			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005837		023499	FIRST AID SUPPLIES	76.35
					Voucher Totals	76.35
Voucher No.	09-5068	Vendor ANDER, EQU ANDERSON'S EQUIPMENT CO.			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005838		023454	ROAD MATERIALS	3,535.78
					Voucher Totals	3,535.78

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Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund  
From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	09-5069	Vendor PETERSONTR PETERSON TRUCK CENTER			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005839		023492	ROAD MATERIALS	339.54
					Voucher Totals	339.54
Voucher No.	09-5070	Vendor TRUCK & TR TRUCK AND TRAILER SUPPLY			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005840		023493	ROAD MATERIALS	156.77
					Voucher Totals	156.77
Voucher No.	09-5071	Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date 03/10/2009	
09-0210	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES Printed On Check 005841	485249464-001	023484	OFFICE SUPPLIES ROAD DEPT	15.90
					Voucher Totals	15.90
Voucher No.	09-5072	Vendor BARNES BARNES HARDWARE AND LUMBER			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005842		023488	ROAD MATERIALS	91.18
					Voucher Totals	91.18
Voucher No.	09-5073	Vendor KY MOTOR KENTUCKY MOTOR SERVICE FALMOUTH			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005843		023488	ROAD MATERIALS	551.58
					Voucher Totals	551.58
Voucher No.	09-5074	Vendor ACE FALMOUTH ACE HARDWARE			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005844		023447	FEBRUARY ROAD MATERIALS	105.89
					Voucher Totals	105.89
Voucher No.	09-5075	Vendor BANKOFNEW THE BANK OF NEW YORK TRUST CO., NA			Voucher Date 03/10/2009	
09-0210	02-7700-608-	INTEREST ON TRUCK LEASE Printed On Check 005845		023488	LEASE PAYMENT #9 DUMP TRUCK	344.59
					Voucher Totals	344.59
Voucher No.	09-5076	Vendor MOBIL.COM MOBILCOMM INC.			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005846		023491	MARCH RADIO SERVICE CONTRACT ROAD DEPT	105.00
					Voucher Totals	105.00
Voucher No.	09-5077	Vendor CO CLERK PENDLETON COUNTY CLERK			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005847		023487	CERTIFICATE OF REGISTRATION 99 FRHT TRUCK	9.00
					Voucher Totals	9.00
Voucher No.	09-5078	Vendor COUNTRYSID COUNTRYSIDE TRACTOR AND SUPPLY, LLC			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005848		023477	COUNTY MATERIALS	983.00
					Voucher Totals	983.00
Voucher No.	09-5107	Vendor A&SELECTRI A & S ELECTRIC SUPPLY, INC.			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005849		023508	PARTS TO REPAIR ELECTRIC AT COUNTY BARN	252.32
					Voucher Totals	252.32
Voucher No.	09-5108	Vendor JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES			Voucher Date 03/10/2009	
09-0210	02-6105-447-	ROAD MATERIALS Printed On Check 005850		023509	LABOR TO REPAIR ELECTRIC AT COUNTY BARN	280.26
					Voucher Totals	280.26
24 Vouchers Printed Totalling						10,543.62

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Pendleton County Fiscal Court  
Voucher Claims Register

Jail Fund  
From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	09-5079	Vendor	BOONEJAIL	BOONE COUNTY JAIL	Voucher Date	03/10/2009
09-0310	03-5101-314-	CONTRACT WITH OTHER COUNTIES		031579	FEBRUARY 09 INMATE HOUSING 311 DAYS @ \$35 A DAY	10,885.00
		Printed On Check 004841			Voucher Totals	10,885.00
Voucher No.	09-5080	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF	Voucher Date	03/10/2009
09-0310	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031582	MARCH SALARIES - 2 TRANSPORT OFFICERS	5,323.57
		Printed On Check 004842			Voucher Totals	5,323.57
Voucher No.	09-5081	Vendor	FLEETONE	FLEETONE LLC	Voucher Date	03/10/2009
09-0310	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031577	FEBRUARY PETROLEUM PRODUCTS	419.26
		Printed On Check 004843			Voucher Totals	419.26
Voucher No.	09-5082	Vendor	ST ELIZA	ST ELIZABETH MEDICAL CENTER -ERLANGER	Voucher Date	03/10/2009
09-0310	03-5101-549-	ROUTINE MEDICAL	ACCT #614047454	031581	MEDICAL CARE FOR INMATE A. MORGAN	312.00
		Printed On Check 004844			Voucher Totals	312.00
Voucher No.	09-5083	Vendor	BURLPHARMA	BURLINGTON PHARMACY	Voucher Date	03/10/2009
09-0310	03-5101-549-	ROUTINE MEDICAL		031578	MEDICATION FOR INMATE M. CLARK	35.25
		Printed On Check 004845			Voucher Totals	35.25
Voucher No.	09-5084	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE	Voucher Date	03/10/2009
09-0310	03-5101-582-	MAINTENANCE & REPAIR - VEHICLES		031570	VEHICLE MAINTENANCE	298.93
		Printed On Check 004846			Voucher Totals	298.93
Voucher No.	09-5085	Vendor	JUVENILES	KENTUCKY STATE TREASURER	Voucher Date	03/10/2009
09-0310	03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIE		031576	HOUSING JUVENILE H. MESSER, JULY 2008	564.00
		Printed On Check 004847			Voucher Totals	564.00
Voucher No.	09-5086	Vendor	REGINA GEN	REGINA GENTRY	Voucher Date	03/10/2009
09-0310	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		031583	TRANSPORT MATRON - FEMALE	30.00
		Printed On Check 004848			Voucher Totals	30.00
Voucher No.	09-5106	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF	Voucher Date	03/10/2009
09-0310	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031584	FEBRUARY TRANSPORTS - 1900 MILES @\$35	665.00
		Printed On Check 004849			Voucher Totals	665.00
9 Vouchers Printed Totalling						18,533.61

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Pendleton County Fiscal Court  
Voucher Claims Register

L.G.E.A. Fund  
From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	09-5087	Vendor	ACE	FALMOUTH ACE HARDWARE	Voucher Date	03/10/2009
09-0410	04-5135-411-	CUSTODIAL SUPPLIES		041995	FEBRUARY CUSTODIAL SUPPLIES	20.45
		Printed On Check 001112			Voucher Totals	20.45
Voucher No.	09-5088	Vendor	OFFICEDEPO	OFFICE DEPOT	Voucher Date	03/10/2009
09-0410	04-5135-445-	OFFICE SUPPLIES		041994	OFFICE SUPPLIES EOC	78.36
		Printed On Check 001113			Voucher Totals	78.36
Voucher No.	09-5089	Vendor	ELSENER	ELSENER ELECTRONICS	Voucher Date	03/10/2009
09-0410	04-5135-445-	OFFICE SUPPLIES		041999	OFFICE SUPPLIES EOC	252.19
		Printed On Check 001114			Voucher Totals	252.19
Voucher No.	09-5090	Vendor	FLEETONE	FLEETONE LLC	Voucher Date	03/10/2009
09-0410	04-5135-455-	EM PETROLEUM PRODUCTS		041997	FEBRUARY E/M PETROLEUM PRODUCTS	90.84
		Printed On Check 001115			Voucher Totals	90.84
Voucher No.	09-5091	Vendor	FALMOUTH	CITY OF FALMOUTH	Voucher Date	03/10/2009
09-0410	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041998	FEBRUARY 2009 FIRE RUNS	3,725.00
		Printed On Check 001116			Voucher Totals	3,725.00
Voucher No.	09-5092	Vendor	MARKMARTIN	MARK MARTIN	Voucher Date	03/10/2009
09-0410	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041998	REFUND OF PAYMENT INVOICE 183 MARK MARTIN	40.00
		Printed On Check 001117			Voucher Totals	40.00
6 Vouchers Printed Totalling						4,206.84

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## Pendleton County Fiscal Court

## Voucher Claims Register

Ambulance Fund

From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5093	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC		Voucher Date 03/10/2009	
09-0910 09-5140-303-	AMBULANCE SERVICE			092438	FEBRUARY 2ND RUNS, 7 RUNS @ \$80 + TAXES & INSURANC	686.84
	Printed On Check 001116				Voucher Totals	686.84
Voucher No. 09-5094	Vendor	WYATT'S	WYATT'S SUPERVALU		Voucher Date 03/10/2009	
09-0910 09-5140-411-	CUSTODIAL SUPPLIES			092436	CUSTODIAL SUPPLIES AMBULANCE ORTS	152.24
	Printed On Check 001116				Voucher Totals	152.24
Voucher No. 09-5095	Vendor	MOBILCOM	MOBILCOMM INC		Voucher Date 03/10/2009	
09-0910 09-5140-441-	MACHINERY & EQUIPMENT			092448	RADIO SERVICE CONTRACT MARCH	218.50
	Printed On Check 001117				Voucher Totals	218.50
Voucher No. 09-5096	Vendor	CLASSICPRI	CLASSIC PRINTING & GRAPHICS, INC		Voucher Date 03/10/2009	
09-0910 09-5140-445-	OFFICE SUPPLIES			092437	AMBULANCE RUN REPORTS	268.51
	Printed On Check 001118				Voucher Totals	268.51
Voucher No. 09-5097	Vendor	FLEETONE	FLEETONE LLC		Voucher Date 03/10/2009	
09-0910 09-5140-453-	GAS, OIL, ETC			092443	FEBRUARY PETROLEUM PRODUCTS	859.40
	Printed On Check 001119				Voucher Totals	859.40
Voucher No. 09-5098	Vendor	MOORE	MOORE MEDICAL CORP.		Voucher Date 03/10/2009	
09-0910 09-5140-550-	MEDICAL SUPPLIES			092440	MEDICAL SUPPLIES	370.00
	Printed On Check 001120				Voucher Totals	370.00
Voucher No. 09-5099	Vendor	PHARMCARE	PHARMCARE PHARMACY		Voucher Date 03/10/2009	
09-0910 09-5140-550-	MEDICAL SUPPLIES			092444	MEDICAL SUPPLIES	308.96
	Printed On Check 001121				Voucher Totals	308.96
Voucher No. 09-5100	Vendor	CONRAD	CONRAD HARDWARE AND FURNITURE		Voucher Date 03/10/2009	
09-0910 09-5140-571-	RENEWALS & REPAIRS			092436	AMBULANCE QTRS MAINTENANCE	14.59
	Printed On Check 001122				Voucher Totals	14.59
Voucher No. 09-5101	Vendor	ACE	FALMOUTH ACE HARDWARE		Voucher Date 03/10/2009	
09-0910 09-5140-571-	RENEWALS & REPAIRS			092424	SUPPLIES	113.90
	Printed On Check 001123				Voucher Totals	113.90
Voucher No. 09-5102	Vendor	NORTON	TIM NORTON AUTO SERVICE L.L.C.		Voucher Date 03/10/2009	
09-0910 09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES			092441	MAINTENANCE ON 2003 FORD VAN E450	162.00
	Printed On Check 001124				Voucher Totals	162.00
Voucher No. 09-5103	Vendor	KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH		Voucher Date 03/10/2009	
09-0910 09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES			092427	FEBRUARY PARTS & SUPPLIES	84.68
	Printed On Check 001127				Voucher Totals	84.68
Voucher No. 09-5104	Vendor	POST OFFIC	U S POST OFFICE		Voucher Date 03/10/2009	
09-0910 09-5140-583-	POSTAGE COSTS			092445	200 STAMPS @ .42	84.00
	Printed On Check 001128				Voucher Totals	84.00
12 Vouchers Printed Totalling						3,323.62

Page No 1

## Pendleton County Fiscal Court

## Voucher Claims Register

911 Fund Fund

From: 03/10/2009 To: 03/10/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5105	Vendor	MOBILCOM	MOBILCOMM INC		Voucher Date 03/10/2009	
09-7510 75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE		722007	751138	FEBRUARY MAINTENANCE CONTRACT DISPATCH	518.08
	Printed On Check 001868				Voucher Totals	518.08
1 Vouchers Printed Totalling						518.08

Page No 1

In RE: Closing Remarks

Judge Bertram stated that he had received an email from Jim Shoemaker, Kenton Fire Chief regarding the progress of getting our second ambulance staffed and running. It was decided that he and Court members who wanted would attend the Kenton Fire Districts next meeting on April 6, 2009 to bring them up to date on the status of Ambulance 2.

Judge Bertram also presented the court with a copy of a Public Notice that will be going to the Outlook for Publication regarding the increased payroll tax.

These two items where informational only no action taken.



Ambulance 2

Subject: Ambulance 2  
 From: chiefjshoemaker@cs.com  
 Date: Fri, 06 Mar 2009 14:35:20 -0500  
 To: pendjud@fuse.net

Just checking about Ambulance 2. I read in the Outlook that it is moving forward. That is great. Our next Board Meeting is April 6. Can you send a letter to them and let them know how things are going? You can give it to Alan or you can mail it to the address you mailed the last one. Have a good day. Thanks Jim Shoemaker Kenton Fire Chief

Email message sent from CompuServe - visit us today at <http://www.cs.com>

No virus found in this incoming message.  
 Checked by AVG - [www.avg.com](http://www.avg.com)  
 Version: 8.0.237 / Virus Database: 270.11.8/1987 - Release Date: 03/06/09 07:20:00

*Time 12:00 PM*

1 of 1

3/6/2009 4:41 PM

Pendleton County has been providing ambulance service to its citizens since 1991 and the cost of providing those services has risen dramatically over the years.

Two years ago, the Fiscal Court was forced to implement a .05 % payroll tax to cover ambulance Advanced Life Support. The Fiscal Court is now faced with the burden of trying to cover more than 1200 runs a year with one ambulance and a backup volunteer ambulance.

Due to the workload placed on our ambulance system, the public, during public meetings has demanded that an additional ambulance be provided. In order to cover the cost of this additional ambulance, the Fiscal Court was forced to increase the payroll tax by 1.0% making your contribution a total of 1.5% starting April 1, 2009.

This increase will sunset (end) on December 31, 2010 and revert back to the original .05%. The payroll tax was increased due to it being an immediate source of revenue. Over the next year and 9 months in which the payroll tax will be collected, the Fiscal Court will research a more adequate source of funding.

This information is being provided to allow you to make adjustments to your payroll system at the appropriate time. If you should have any questions, please contact our payroll tax administrator, Jenny Schlueter at 859-654-1808.

### In Re: Adjournment

Squire Wells made a motion, seconded by Squire Veirs that this meeting be adjourned to meet again in regular session on March 24<sup>th</sup>, 2009, subject to any called meetings, motion carried.

ATTEST:

Henry W. Bertram

Pendleton County Fiscal Court Clerk

Equipment

- 5. Service will use the equipment and quarters provided by County except for the housing of the second ambulance crew whereby the service will provide needed housing and will render all ambulance services called for by people in the Pendleton County, which are within their reasonable capability.
- 6. County under a previous contract has leases the following vehicles to the Service, for the sole purpose of using such vehicles as ambulances in service to the residents of Pendleton County pursuant to this contract, for the sum of One (\$1.00) Dollar per year, to wit:

<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>VIN</u>	<u>Insured Amount</u>
Chevrolet	2007	C4V	1GBE4V1907F423399	A.C. V.
Ford	2003	E450	1FDXEH5F63HA90356	A.C. V.
Ford	1996	N	1FDJS34F6THB52221	A.C.V.

Notwithstanding the fact that said vehicles are leased to the Service for the term of this contract, the title to the vehicles shall remain in the name of the Court, and the Court shall be responsible for registration of the vehicles as required by KRS 186.

Insurance

- 7. Comprehensive and Collision. Service has previous insurance contract with the County for maintaining comprehensive and collision insurance on the vehicles listed above with a good and sufficient insurance company authorized to do business in the Commonwealth based on the Actual Cash Value basis of each vehicle, with a One Thousand (\$1,000.00) Dollar deductible. The Court shall be the protected party and "Loss Payee" under the policy. Service shall insure that the Court receives a Certificate of Insurance from the company and a copy of the insurance policy. County shall in normal circumstances absorb the loss of the deductible; however, it reserves the right to pursue the party responsible for the loss for reimbursement, including any employee of Service who may be responsible for such loss.
- 8. Automobile Liability. Service shall be responsible for maintaining automobile liability insurance on the vehicles listed above in the amount of One Million (\$1,000,000.00) Dollars, combined single limit, plus a requirement of a One Million (\$1,000,000.00) Dollar umbrella policy with the same or a separate insurer. The insurance shall be held in the name of the Service with the Court listed with and carried by the company as an additional insured. Service shall insure that the court receives a Certificate

page - 2

of Insurance from the company and a copy of the insurance policy.

- 9. General Liability. Service shall be responsible for any additional premium for the two additional fulltime crew through the maintaining of general liability insurance in the amount of One Million (\$1,000,000.00) Dollars per person and per occurrence, plus a requirement of a One Million (\$1,000,000.00) Dollar umbrella policy with the same or a separate insurer. The Court will be listed and carried as an additional insured. Service shall insure that the Court receives a Certificate of Insurance from the company and a copy of the insurance policy.
- 10. Workers Compensation, Unemployment Insurance, etc. Service shall insure that all employees, including additional crew, are covered by workers compensation, unemployment insurance, and any other such coverage as may be required by and in accordance with local, state or Federal law or regulations.

Billing

- 11. Service will tender timely information either to the County or to its designated representative for the preparation of ultimate billing to insurance carriers, government agencies, or other persons responsible for payment of the services. Service will prepare such forms as may be provided by County and make a reasonable and good faith effort to acquire information that will facilitate billing and collection following the service.

Contract Amount

- 12. For the two additional fulltime crew for the term of 4 ½ months, the County will pay to Service the sum of \$114,990.00 to be paid in equal monthly installments, in advance.

Various Specific Duties

- 13. Consistent with other terms of this contract Court agrees; to provide adequate equipment, supplies, and quarters for the ambulance or ambulances, equipment and crew during the work shift, to provide dispatch services, telephone, etc.; to provide necessary and adequate liability insurance, but only to protect the County and its appointed or elected officials; and to provide all other reasonably necessary goods or services necessary to the proper operations of and emergency and transport ambulance service; it is anticipated that the Service shall be considered the employer of the ambulance attendants and personnel. Service shall have the responsibility to maintain mileage and trip logs for each ambulance and to insure that the vehicles are properly used and routinely maintained. Actual cost of maintenance is to be the expense of the Fiscal Court.
- 14. Service shall make available to the County its financial books as the same

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relates to the Pendleton County ambulance operation for inspection at reasonable times and the same will be subject to audit by the County.

**Length of Contract**

15. It is intended by the parties hereto that this contract for ambulance service shall be in full force and from the signing hereof on or about March 16, 2009 and ending July 31, 2009, subject to termination by agreement or for good cause or as set out hereinbelow.

**Miscellaneous**

16. It is understood and agreed by the parties hereto that this contract represents the full understanding between the parties hereto and that no oral representation or other writings have been made or entered into, that this document represents the full agreement between all parties signatory; and disputes arising out of the operation or construction of this contract shall be subject to construction, interpretation, and enforcement by Courts of Pendleton County, Kentucky, in which county it shall be deemed to have been concluded.
17. A copy of Service's bid of ~~\$114,990.00~~ is attached hereto and made a part hereof; should the same call for additional duties the same shall be required of Service as if set out herein. In addition, resort to same may be had where clarification is needed.
18. Service will, at the county's premium expense, post a bond in the amount of the advanced monthly payment as set forth in paragraph # 12.

**Indemnification**

19. Each party agrees to indemnify and hold the other party harmless against any and all claims of whatever kind that may arise as a result of their respective duties under this Agreement. In addition, the indemnifying party shall be responsible for paying the costs of defending the indemnified party, including reasonable attorneys' fees incurred by the indemnified party.

**Independent Contractor**

20. The parties enter this Agreement acknowledging that the nature of the relationship between them shall be that of an independent contract. Service and its employees shall not be considered to be employees of the County, nor shall this Agreement be construed as creating a joint venture, partnership, or any other legal relationship.

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**Termination**

21. This Agreement may be terminated by either party upon thirty (30) days prior written notice.

PENDLETON COUNTY FISCAL  
COURT  
(County)

PENDLETON COUNTY E.M.S., INC.  
(Service)

BY: \_\_\_\_\_  
HENRY W. BERTRAM  
Pendleton County Judge/Executive  
Pendleton County, Kentucky

BY: \_\_\_\_\_  
PHILLIP HART

Attest: \_\_\_\_\_  
Fiscal Court Clerk

Attest: \_\_\_\_\_  
Fiscal Court Clerk

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**In Re: Approve County Clerk's Excess Fee Payment and Annual Report**

Judge Bertram presented the court with copies of checks representing the County Clerk's excess fees. One check in the amount of \$136,470.56 and a second check in the amount of \$21.49. Squire Veirs made a motion to accept these excess fees, seconded by Squire Whaley, motion carried.

<b>RITA M. SPENCER</b> <b>PENDLETON COUNTY COURT CLERK</b> <small>2009 ACCOUNT          233 MAIN ST. P.O. BOX 112          FALMOUTH, KY 41040</small>		1177
PAY TO THE ORDER OF <u>Pendleton Circuit Court</u> <u>Twenty one and 42/100</u>	DATE <u>3/3/09</u>	73-23-421
FIFTH THIRD BANK		\$ <u>21.42</u> DOLLARS
FOR <u>2008 Expenses (acc. closed) Int.</u>		<u>Rita M. Spencer</u>
⑈001177⑈ ⑈042100230⑈ 7481035702⑈		

<b>RITA M. SPENCER</b> <b>PENDLETON COUNTY COURT CLERK</b> <small>2008 ACCOUNT          233 MAIN ST. P.O. BOX 112          FALMOUTH, KY 41040</small>		8228
PAY TO THE ORDER OF <u>Pendleton County Fiscal Court</u> <u>One Hundred Thirty Six Thousand four hundred seventy</u>	DATE <u>2-23-09</u>	73-23-421
FIFTH THIRD BANK		\$ <u>136,470.56</u> DOLLARS
FOR <u>2008 Expenses</u>		<u>Rita M. Spencer</u>
⑈008228⑈ ⑈042100230⑈ 7480522387⑈		

Judge Bertram presented the court with a copy of the County Clerk’s Annual Report. Squire Wells made a motion to accept the report as presented, seconded by Squire Veirs, motion carried.

LF 1142.001 Rev. 10/88

Part Four - Liabilities Outstanding

Quarter ended \_\_\_\_\_

Multi-year Issues	Issue	Issue	Totals
Where Budgeted			
Description			
Term (# of Years)			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Less Reserve Earnings			
Net Outstanding			\$0.00
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Short-Term Liabilities	Issue	Issue	
Where Budgeted			
Description			
Term			
Current Interest Rate			
Issue Date			
Total Principal Amount			
Total Interest Amount			
Total Issue			
Principal Balance Remaining			
Interest Balance Remaining			
Total Outstanding			\$0.00
Next Payment Date			
Next Payment Amount			
Final Payment Date			
Total Outstanding Debt			\$0.00

Comments:



Part Two Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable (un)	Settlement Total
1. Federal Grants/Reimbursements						0.00		0.00
2. State Grants						0.00		0.00
3. State Fees For Services	5,000.00	301.00	670.75	4,632.40	1,410.75	7,014.90		7,014.90
4. Fiscal Court	4,016.50		2,833.75	100.00	1,137.75	4,091.50		4,091.50
5. Licenses and Taxes						0.00		0.00
6. Motor Vehicle:						0.00		0.00
7. Licenses and Transfers	500,238.58	180,011.36	144,508.58	98,746.64	91,116.63	514,383.21		514,383.21
8. Usage Tax	989,656.40	236,630.32	273,902.70	263,827.05	189,425.00	963,785.07		963,785.07
9. Tangible Personal Property Tax	1,040,480.25	401,695.10	290,006.91	245,055.57	247,167.24	1,183,924.82		1,183,924.82
10.						0.00		0.00
11.						0.00		0.00
12. Licenses: (fees)						0.00		0.00
13. Fish and Game						0.00		0.00
14. Marriage	3,159.50	639.00	1,207.00	1,117.50	852.00	3,815.50		3,815.50
15. Occupational	1,350.00	24.00	985.00	430.00	30.50	1,469.50		1,469.50
16. Beer & Liquor						0.00		0.00
17. Interest				257.75		257.75		257.75
18.						0.00		0.00
19. Deed Transfer Tax	29,832.10	6,748.19	5,540.00	5,027.00	6,035.50	23,350.69		23,350.69
20. Delinquent Taxes	90,324.21	18,928.55	284,917.32	8,033.45	1,983.71	313,863.03		313,863.03
21. Fees Collected for Services						0.00		0.00
22. Recordings:						0.00		0.00
23. Deeds, Easements, and Contracts	10,413.00	3,112.00	2,290.00	2,063.00	3,459.00	10,924.00		10,924.00
24. Real Estate Mortgages	25,993.00	5,993.00	5,757.00	4,751.00	4,487.00	20,983.00		20,983.00
25. Chattel Mortgage & Financing	32,951.00	8,368.00	7,806.00	9,570.00	6,468.00	32,212.00		32,212.00
26. Powers of Attorney	631.00	92.00	163.00	167.00	135.00	557.00		557.00
27. All Other Recordings	9,883.00	2,526.00	3,103.00	2,214.00	2,502.00	10,345.00		10,345.00
28. Charges for Other Services:	9,218.00	2,867.00	9,397.00	3,079.00	2,538.00	17,901.00		17,901.00
29. candidate filings	500.00			670.00		670.00		670.00
30. Copy work	4,700.00	1,184.50	1,258.36	1,881.50	2,185.31	6,509.67		6,509.67

Part Two (continued)	Receipts	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	Accounts Receivable 12/31	Settlement Total
31.	Other cold checks pd			(354.08)	(125.35)	296.33	(183.10)		(183.10)
32.	Misc cold checks		(202.30)			560.30			358.00
33.	HB '517 Special Revenue	60,000.00	60,610.19				60,610.19		60,610.19
34.	overlays misc	600.00	974.60	194,208.00	980.16	38.00	196,200.76		196,200.76
35.	Ky Housing fund	14,932.00	4,434.00	5,286.00	3,696.00	4,344.00	17,760.00		17,760.00
36.	Total Revenues	2,833,878.54	934,936.51	1,233,506.29	656,173.67	566,192.02	3,390,808.49	0.00	3,390,808.49
37.	Petty Cash						0.00		0.00
38.	Borrowed Money						0.00		0.00
39.	Total Receipts	2,833,878.54	934,936.51	1,233,506.29	656,173.67	566,192.02	3,390,808.49	0.00	3,390,808.49

Copy the figure known as Line 39 in the Budget Estimate column to the Summary on page 1, column 1, line 1. Copy the figure known as Line 9 in the Total YTD column to page 1, column 2, line 1. Copy the figure known as Line 39 in the Receivable column to the 12/31 report only to page 1, line 3.

Part Three	Disbursements	Budget Estimate	1/1 thru 3/31	4/1 thru 6/30	7/1 thru 9/30	10/1 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
1.	Payments to State (describe)						0.00		0.00
2.	Motor Vehicle:						0.00		0.00
3.	Licenses & Transfers	336,717.62	83,822.62	132,602.94	65,859.48	70,157.00	352,502.04		352,502.04
4.	Usage Tax	963,651.14	225,179.10	266,915.00	258,472.57	182,721.75	933,288.42		933,288.42
5.	Tangible Personal Prop Tax	397,553.68	65,306.03	150,864.16	91,266.08	115,762.22	423,198.49		423,198.49
6.	Licenses: (describe)						0.00		0.00
7.	Fish & Game						0.00		0.00
8.	Marriage Licenses						0.00		0.00
9.	Kentucky housing trust	14,932.00		4,434.00	5,286.00	8,040.00	17,760.00		17,760.00
10.	Delinquent Tax	8,061.22	876.56	29,110.55	1,015.55	174.40	31,177.06		31,177.06
11.	Legal Process Tax	11,721.22	2,134.33	3,219.76	3,300.79	3,969.78	12,624.66		12,624.66
12.		0.00					0.00		0.00
13.	Payments to Fiscal Court (describe)						0.00		0.00
14.	Tangible Personal Property Tax	107,763.70	19,944.53	46,618.31	28,046.01	34,608.45	129,217.30		129,217.30
15.	Delinquent Tax	11,741.69	987.33	35,563.08	1,303.70	244.39	38,098.50		38,098.50
16.	Deed Transfer Tax	27,653.88	4,173.54	6,189.26	5,417.38	6,403.01	22,183.19		22,183.19
17.	Occupational Licenses	802.75		4.75	1,185.60	24.71	1,215.06		1,215.06
18.	Beer & Liquor Licenses						0.00		0.00



Part Three (continued) Disbursements										12/31 thru 12/31	Total YTD	12/31 Unpaid Obligations	Settlement Total
19.											0.00		0.00
20.											0.00		0.00
21.	Payments to Other Districts (describe)										0.00		0.00
22.	Tangible Personal Property Tax	505,275.97	90,518.77	209,544.37	127,410.60	156,678.58	584,152.32						584,152.32
23.	Delinquent Tax	57,644.82	3,903.54	145,886.52	4,461.49	1,010.17	155,261.72						155,261.72
24.							0.00						0.00
25.	Payments to Sheriff	6,443.67	417.67	17,454.19	556.81	135.46	18,564.13						18,564.13
26.							0.00						0.00
27.	Payments to County Attorney	2,675.17	1,134.27	39,913.79	1,229.81	280.30	42,558.17						42,558.17
28.							0.00						0.00
29.	Personal Services						0.00						0.00
30.	County Clerk's Gross Salary	74,619.47	18,514.04	18,538.90	18,530.70	19,435.18	75,018.82						75,018.82
31.	County Clerk's Expense Allowance	3,600.00	900.00	900.00	900.00	900.00	3,600.00						3,600.00
32.	Deputies Gross Salaries	163,700.00	37,726.90	40,124.88	39,687.96	46,119.85	163,659.59						163,659.59
33.	Part Time Gross Salaries						0.00						0.00
34.	Overtime Gross						0.00						0.00
35.							0.00						0.00
36.	Employee Benefits						0.00						0.00
37.	Employer's Share S.S. (7.65%)						0.00						0.00
38.	Employer's Share Ret. (8.94%)						0.00						0.00
39.	Employer Paid Health Insurance						0.00						0.00
40.	Other Payroll Disbursements						0.00						0.00
41.	HB 810 training for clerks	4,467.35	2,562.97				2,562.97						2,562.97
42.	Contracted Services						0.00						0.00
43.	Capital Improvement Fund						0.00						0.00
44.	Advertising						0.00						0.00
45.	Election			28.14	74.82		102.96						102.96



Test Type	Test Time	1/2 Time	4/1 Time	7/1 Time	10/1 Time	Under Budget	Over Budget Estimate
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Fig. 2. *Figure 2: The figure shows the results of the simulation for the case of the 1D Ising model. The figure is divided into two parts: (a) and (b). Part (a) shows the results of the simulation for the case of the 1D Ising model with a magnetic field. Part (b) shows the results of the simulation for the case of the 1D Ising model without a magnetic field. The figure is a plot of the magnetization versus the temperature. The magnetization is shown on the y-axis and the temperature is shown on the x-axis. The figure is a plot of the magnetization versus the temperature. The magnetization is shown on the y-axis and the temperature is shown on the x-axis.*

Fondleton County Sheriff's Office  
2008 Budget Explanation/Transfer Sheet

2008 Total Receipts Increased by \$ 8,233.76

Total Disbursements Decreased by \$ 137.35

Returned \$ 8,371.07 more in Excess Fees than estimated

2008 End of Year

Disbursements that went Over Budget Estimate

Line Item	Line Item	Amount over Estimate	Explanation
2	41	1,829.38	CPI Overage
7	41	1,126.64	CPI in Oct. for TP
11	3 (wash)	3,190.80	amt. diff. due to retirement
13	41	62.36	HB 810 CPI
15	41	209.72	Adv. Of tax bill change
16	16 & 41	5,320.10	Vehicle repairs
19	6 & 27	898.67	going wireless in January

20	41	117.47	Uniform
22	5 (wash)	2,690.95	Fees paying bill Rd office
23	9 (wash)	1,380.00	Increase in Process Service
24	5 (wash)	907.57	Rifle Ammo
26	41	1,687.55	Officers to conference/training
28	41	88.69	Postage
29	41	145.47	Office phones
30	5 (wash & donation)	12,700.27	Offices & some computer
33	10 & 31	304.18	scanners for taxes
38	10 & 31	2,304.06	Training Exp. For CCSO
48	41	213.32	Equip. Supplies for Accreditation

Line Item	Line Item	Amount over Estimate	Explanation
3	3,247.20	Retirement Increase	
5	11,606.38	Rifles	
9	1,380.00	Increase in Service of Process	
12	8,673.24	Tax Sale Commissions	
13	36,531.79	Commissions of Tax Collected	
15	90.00	Increase in Vehicle Insp.	
16	863.00	Buy Wreck Reports for Ins./Atty's.	
17	10,181.00	Increase in Service of Process	
23	11,205.73	Tax Sale Penalties	

4	492.00	CCSO (don't pay for training)
8	1,157.05	ticket money
18	1,058.80	CCDW
20	2,018.00	Prisoner Transport Fuel
21	2,144.61	Interest
25	42,948.66	less Advancement

Receipts Under Budget Estimates

PENDLETON COUNTY SHERIFF'S DEPARTMENT 2008 ANNUAL REPORT

TRANSPORTS		Miles	
Persons	Hours	Hours per officer. 130	Miles per prisoner. 87
2008:	775	31,600	
2007:	748	30,460	
2006:	850	38,920	
2005:	556	21,799	
2004:	384.5	14,620	
2003:	367	15,680	

TOTAL CALLS ANSWERED		Miles	
January	February	March	April
261/24	228/41	296/49	292/60
September	October	November	December
218/38	220/	160/42	208/468

Total 2008: 2941/852  
Total 2007: 3113/856  
Total 2006: 2007/832  
Total 2005: 2302/1074  
Total 2004: 2154/948  
Total 2003: 2154/948

Kentucky State Police answered approximately 2600 calls which came through their dispatch center.

The above numbers do not reflect transports. After the / are the number of calls that were given to the Kentucky State Police either as a stand alone call or as a back-up unit to the Sheriff's Dept., Butler Police Dept. or Falmouth Police Dept. This number also does not include walk-in or phone complaints that come directly to our office or to our homes.

CRASHES		Miles	
January	February	March	April
14	11	10	9
October	November	December	January
10	14	21	10

Total for the year: 157  
Self-Accident forms: 50 (deer collisions, etc)  
Total for: 2007: 195  
Total Crashes county wide was 407

2005: 165  
2004: 170  
2003: 162  
2002: 165

CRIMINAL INVESTIGATIONS for the YEAR:	
2007: 204	2006: 195
2008: 194	
SERVICE OF PROCESS:	
2000 subpoena, evictions, civil summons:	
VEHICLE INSPECTIONS:	
2007: 779	2006: 845
2004: 950	2003: 903
COURT SECURITY (in hours):	
2008: 688	2007: 734
2006: 792	2005: 817
2004: 867	2003: 700

In RE: Approve Sheriff's Annual Salary Order

Judge Bertram presented the court with a copy of the Sheriff's amended Annual Salary Order. Squire Whaley made a motion to approve the order as presented, seconded by Squire Wells motion carried.

ANNUAL ORDER SETTING MAXIMUM AMOUNT FOR DEPUTIES AND ASSISTANTS

(AMENDED)

Pursuant to KRS 64.530(3), "...The fiscal court shall fix annually the maximum amount, including fringe benefits, which the officer may expend for deputies and assistants...". The fiscal court of Pendleton County in compliance with state law hereby sets the maximum amount which the Sheriff (specify county clerk or sheriff) of Pendleton County may expend from fees during calendar year 2009 at \$ 248,200.00 for deputies, assistants and other employees. The maximum amount as set includes all amounts paid from fees for:

- ☒ Full time salaries and wages
- ☒ Overtime wages
- ☒ Part time salaries and wages
- ☐ Vacation and Sick Leave
- ☐ Health Insurance
- ☐ Insurance other than health
- ☐ Employer match SS/Retirement
- ☒ Other: KLBFF/Tail Fund
- ☒ Other: School Resource Officer

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_  
Vote \_\_\_\_\_  
Signed \_\_\_\_\_  
Date \_\_\_\_\_  
Fiscal Court Clerk \_\_\_\_\_

In Re: FEMA Update

Judge Bertram informed the court that FEMA representatives have been in the county and work has begun on the Project Worksheets. Debris removal is continuing and the court will be updated again at a later date.  
Information only no action taken.

In Re: MOA with Kentucky Department of Fish and Wildlife

Judge Bertram presented the court with an MOA from the Kentucky Department of Fish and Wildlife regarding the Falmouth Boat Ramp. Squire Veirs made a motion to approve this MOA, seconded by Squire Fogle, motion carried.